

**STATE OF SOUTH CAROLINA****(Caption of Case)****IN RE:**

Happy Rabbit, LP on Behalf of,

Windridge Townhomes, Complainant,

v.

Alpine Utilities, Inc., Respondent

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA****COVER SHEET****DOCKET****NUMBER: 2008 - 360 - S**

(Please type or print)

**Submitted by:** Richard L. Whitt**SC Bar Number:** 62895**Address:** Austin & Rogers, P.A.**Telephone:** 803-251-7442508 Hampton Street, Suite 300**Fax:** 803-252-3679Columbia, South Carolina 29201**Other:** 803-256-4000**Email:** rlwhitt@alrlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

**DOCKETING INFORMATION** (Check all that apply)☐ **Emergency Relief demanded in petition**      ☐ **Request for item to be placed on Commission's Agenda expeditiously****Other:** Routine

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit of Publication	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certification of Mailing	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Return	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input checked="" type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input checked="" type="checkbox"/> Other: Rebuttal Testimony of James C. Cook	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

REBUTTAL TESTIMONY OF  
JAMES C. COOK  
On Behalf of  
WINDRIDGE TOWNHOMES  
February 24, 2009

PSCSC Docket No. 2008-360-S

1    **Q.    HAVE YOU PREVIOUSLY FILED DIRECT TESTIMONY IN THIS DOCKET?**

2    **A.    Yes. I filed Direct Testimony on January 27, 2009.**

3    **Q.    WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

4    **A.    To respond to the testimony of Alpine Utilities, Inc.'s, (hereinafter, "Alpine")**  
5       **witness filed on February 17, 2009.**

6    **Q.    DID YOU REVIEW ALPINE'S WITNESS TESTIMONY, AS TO THE**  
7       **PROVISION OF SERVICE TO OTHER BUSINESS ENTITIES ON PAGE 3, LL**  
8       **7-15? IF SO, WHAT RELEVANCE DOES SUCH TESTIMONY HAVE TO**  
9       **HAPPY RABBIT A SOUTH CAROLINA LIMITED PARTNERSHIP,**  
10      **(HEREINAFTER, "HAPPY RABBIT")?**

11   **A.    Yes. Alpine's witness's testimony on the establishment of service to other**  
12      **business entities, such as TFB Construction, a business entity entirely**  
13      **unrelated and unknown, in a legal sense, to Carolyn L. Cook (hereinafter, "Mrs.**  
14      **Cook") or Happy Rabbit, is irrelevant to any obligation owed by Mrs. Cook or**  
15      **Happy Rabbit to Alpine.**

16   **Q.    WHAT RELEVANCE DOES THE CONTRACT REFERENCED IN ALPINE'S**  
17      **WITNESS'S TESTIMONY ON PAGE 4, LL 2-13 (AND ATTACHED THERETO**  
18      **AS EXHIBIT "4"), HAVE TO HAPPY RABBIT OR THIS COMPLAINT?**  
19      **PLEASE EXPLAIN YOUR ANSWER.**

20   **A.    None. The contract referenced in Alpine's witness's testimony and attached**  
21      **thereto as Exhibit "4" is irrelevant to Mrs. Cook and Happy Rabbit and to the**  
22      **Complaint filed by Happy Rabbit herein. Mrs. Cook and Happy Rabbit has no**  
23      **legal relationship (or any relationship of any type) with TFB Construction**  
24      **(hereinafter, "TFB") or Complex Partnership, a General Partnership,**  
25      **(hereinafter, "Complex") entities named by Alpine's witness. Happy Rabbit is**  
26      **not responsible for unknown contracts allegedly entered into, by unknown**  
27      **parties with Alpine.**

1 **Q. IS YOUR WIFE, CAROLYN L. COOK, HAPPY RABBIT, OR ANYONE**  
2 **AFFILIATED WITH YOUR WIFE OR HAPPY RABBIT A, "SUCCESSOR OR**  
3 **ASSIGN" OF ALPINE, TFB, OR COMPLEX? PLEASE EXPLAIN YOUR**  
4 **ANSWER.**

5 **A.** No. My wife Carolyn L. Cook, Happy Rabbit, or anyone affiliated with my wife  
6 or Happy Rabbit is not a, "successor or assign" of Alpine, TFB, or Complex.

7 **Q. DO YOU UNDERSTAND WHY ALPINE'S WITNESS WOULD MAKE SUCH A**  
8 **STATEMENT?**

9 **A.** No. There is no basis for Alpine making such an erroneous statement.

10 **Q. WILL YOU RESPOND TO ALPINE'S WITNESS'S REFERENCE TO HAPPY**  
11 **RABBIT'S, "CURRENT DELINQUENCY" ON PAGE 4, L 18?**

12 **A.** Technically, Happy Rabbit is not delinquent. As explained in my Direct  
13 Testimony, I established an escrow account in which I have faithfully deposited  
14 an amount equal to my monthly sewer charges, on a monthly basis.

15 **Q. WHY DID YOU ESTABLISH THE ESCROW ACCOUNT?**

16 **A.** I am concerned about the future business viability of Alpine. Specifically,  
17 Alpine **(i)** faces a possible, substantial fine from state and federal regulators for  
18 an alleged "sewer spill" in the Saluda River (a similarly situated utility incurred a  
19 fine of \$4,300,000.00 in 2005) **(ii)** Alpine's future operations may be affected by  
20 Alpine's inclusion in the, "Section 208 area-wide management plan authorized  
21 by the Federal Clean Water Act", and **(iii)** Alpine's witness in this Docket also  
22 testified on May 7, 2008, in Docket No. 2008-190-S that Alpine needed rate  
23 relief so that, "Said rates will preserve the financial integrity of the Applicant..."  
24 (For the record, Alpine did not receive even 50% of the rate relief it sought to  
25 preserve its financial integrity.) If any of the items above occur, Alpine may be  
26 financially unable to refund the escrowed funds, if this Commission rules in  
27 Happy Rabbit's favor.



1 Q. AS TO ALPINE'S WITNESS'S TESTIMONY ON PAGE 5, LL 7-18, DO YOU  
2 AGREE WITH ALPINE'S ALLEGATION THAT, "THE SUBSEQUENT  
3 OWNERS OF WINDRIDGE TOWNHOMES WHO (SIC) ARE SUCCESSORS  
4 TO THE AGREEMENT – NAMELY WINDRIDGE LIMITED PARTNERSHIP,  
5 MRS. COOK, AND HAPPY RABBIT..."

6 A. No. Once again, Mrs. Cook and Happy Rabbit are NOT successors to the  
7 agreement of legal entities unknown, in a legal sense and otherwise, to Mrs.  
8 Cook or Happy Rabbit. Also, Mrs. Cook and Happy Rabbit are NOT  
9 successors of "Windridge Limited Partnership". That entity is not connected, in  
10 a legal sense and otherwise, to Mrs. Cook or Happy Rabbit.

11 Q. AS TO ALPINE'S WITNESS'S TESTIMONY ON PAGE 6, LL 1-2, DO YOU  
12 AGREE WITH ALPINE'S ALLEGATION (REPEATED ONCE AGAIN) THAT,  
13 "HAPPY RABBIT IS THE SUCCESSOR AND ASSIGN OF THE ORIGINAL  
14 AGREEMENT WHEREBY ALPINE AGREED TO SERVE THE PROPERTY"?

15 A. No. Once again, Mrs. Cook and Happy Rabbit are NOT successors to the  
16 agreement of legal entities unknown, in a legal sense and otherwise, to Mrs.  
17 Cook or Happy Rabbit.

18 Q. AS TO ALPINE'S WITNESS'S TESTIMONY ON PAGE 6, LL 12-13, DO YOU  
19 CONSIDER ALPINE'S ALLEGATION, CONCERNING THE FACT THAT  
20 HAPPY RABBIT IS A CUSTOMER OF ALPINE, TO BE OF ANY IMPORT IN  
21 THIS COMPLAINT? PLEASE EXPLAIN YOUR ANSWER.

22 A. No, it is not important in this Complaint that Happy Rabbit is a customer of  
23 Alpine. As Happy Rabbit has maintained throughout this Complaint, Happy  
24 Rabbit has been, "forced", in contravention in Section 27-33-50, to be a  
25 customer of Alpine.  
26  
27  
28  
29  
30

1 Q. AS TO ALPINE'S WITNESS'S TESTIMONY ON PAGE 7, LL 1-11, WILL YOU  
2 RESPOND TO ALPINE'S ALLEGATION?

3 A. It is nonsensical for Alpine's witness to state that Happy Rabbit has never  
4 requested that sewer service be terminated to Windridge Townhomes.  
5 Happy Rabbit would never take such an action and inconvenience its  
6 tenants. Happy Rabbit has requested and continues to request, that  
7 Alpine terminate service in Happy Rabbit's name and institute such  
8 service to individual tenants in Windridge Townhomes, in compliance  
9 with Section 27-33-50. (See exhibit "1" hereto)

10 Q. AS TO ALPINE'S WITNESS'S TESTIMONY ON PAGE 7, L 17 THROUGH  
11 PAGE 8 L 9, DO YOU AGREE WITH ALPINE'S ARGUMENT?

12 A. No. Alpine's interpretation of Section 27-33-50 is surprising and incorrect.  
13 Alpine's witness ignores Section "A" thereof:

14 "Unless otherwise agreed in writing, a tenant has sole financial  
15 responsibility for gas, electric, water, sewerage, or garbage  
16 services provided to the premises the tenant leases, and a  
17 landlord is not liable for a tenant's account."

18 Therefore, as to Alpine's witness's testimony beginning with, "...Alpine  
19 understands this section to mean that, where a **tenant** is the **customer** of the  
20 utility, the utility cannot require the landlord to be responsible for the **tenant's**  
21 account, unless otherwise agreed in writing." (Emphasis in witness's original),  
22 such testimony is misleading and incorrect.

23 Alpine's witness opines that the tenants of Windridge are not  
24 customers of the utility, when the whole point of the complaint is that  
25 Alpine refuses to establish the required customer relationship with the  
26 tenants provided under Section 27-33-50.

27 Nowhere in Section 27-33-50 does such language appear and no  
28 reasonable person could interpret Section 27-33-50, to have the interpretation  
29 of Alpine's witness. Section 27-33-50 does read in (B):

30 "An entity or utility [Alpine] providing...sewerage...must not: (1)  
31 require a landlord [Happy Rabbit] to execute an agreement to be  
32 responsible for all the [sewerage] charges billed to premises  
33 leased by tenants [Windridge Townhomes]; or discontinue or  
34 refuse to provide services to the premises [Windridge



Townhomes] the tenant leases based on the fact that the landlord [Happy Rabbit] refused to execute an agreement to be responsible for all the charges billed to the tenant[s] [of Windridge Townhomes] leasing that premises. “

**Q. AS TO ALPINE’S WITNESS’S TESTIMONY ON PAGE 8, LL 1 - 3, DO YOU AGREE WITH ALPINE’S ALLEGATION THAT THE CONTRACT BETWEEN ALPINE AND AN ENTITY UNKNOWN TO MRS. COOK AND HAPPY RABBIT, HAS BEEN ASSIGNED TO HAPPY RABBIT? PLEASE EXPLAIN YOUR ANSWER.**

**A.** No. The contract between Alpine and an entity unknown to Mrs. Cook and Happy Rabbit has not been assigned to Happy Rabbit, and I am disappointed to find such a erroneous allegation in Alpine’s Testimony

**Q. AS TO ALPINE’S WITNESS’S TESTIMONY ON PAGE 8, LL 5 - 6, DO YOU AGREE WITH ALPINE’S ALLEGATION THAT ALPINE HAS NOT REQUIRED HAPPY RABBIT TO BE LIABLE FOR THE TENANT’S ACCOUNTS? PLEASE EXPLAIN YOUR ANSWER.**

**A.** No. Alpine has required, and continues to require, Happy Rabbit to be responsible for the sewerage accounts of its tenants, despite Happy Rabbit informing Alpine of Section 27-33-50.

**Q. AS TO ALPINE’S WITNESS’S TESTIMONY ON PAGE 8, LL 16 - 20, DO YOU AGREE WITH ALPINE’S ALLEGATION THAT HAPPY RABBIT PURCHASED WINDRIDGE TOWNHOMES SUBJECT TO THE AGREEMENT BETWEEN THE ORIGINAL DEVELOPER AND THE OWNER OF THE DUPLEXES AND THAT WINDRIDGE TOWNHOMES AGREED THEREIN TO BE RESPONSIBLE FOR THE SEWER SERVICES TO THE ENTIRE PROPERTY? PLEASE EXPLAIN YOUR ANSWER.**

**A.** No. Happy Rabbit did not purchase Windridge Townhomes subject to the agreement referenced in Alpine’s Witness’s Testimony, and Happy Rabbit did not voluntarily and does not agree to be responsible for the sewer services to the entire property after learning of the controlling law, Section 27-33-50. Alpine’s Witness’s Testimony is factually incorrect, and improperly misleading to this Commission. As repeatedly set forth hereinabove, Happy Rabbit did not

purchase Windridge Townhomes subject to any agreement, unknown to Mrs. Cook or Happy Rabbit, and did not receive an assignment of any such agreement unknown to Mrs. Cook or Happy Rabbit.

**Q. AS TO ALPINE'S ASSERTION ON PAGES 9 & 10 CONCERNING THE DIFFICULTY OF SERVING THE TENANTS OF WINDRIDGE, DO YOU AGREE WITH ALPINE'S POSITION? PLEASE EXPLAIN YOUR ANSWER.**

**A.** No. All Windridge Townhome premises receive water service from the City of Columbia and Alpine could investigate an arrangement with the city to, "join" the water and sewer bills together, so that the water could be disconnected to effectively disconnect the sewer services, without physical intervention to the sewer lines. Additionally, Alpine can contract with a servicing agent in Columbia to serve Windridge Townhomes through a "master meter" arrangement as is done in several Columbia apartment complexes. In any event, it is Alpine's responsibility to comply with State Law (Section 27-33-50) and Happy Rabbit stands ready to cooperate in facilitating sewer services to its tenants in compliance with Section 27-33-50. This willingness to cooperate was communicated by Happy Rabbit to Alpine by way of Happy Rabbit's attorney's letter to Alpine dated July 24, 2008 and attached hereto as Exhibit "1".

**Q. BESIDES YOUR CONTENTION THAT ALPINE IS IN VIOLATION OF SECTION 27-33-50 OF SOUTH CAROLINA LAW, WHAT ELSE, IF ANYTHING, IS IMPROPER IN ALPINE'S UNLAWFUL REQUIREMENT THAT HAPPY RABBIT BE RESPONSIBLE FOR THE SEWER SERVICES OF ITS TENANTS?**

**A.** Alpine has violated Section 27-33-50 of South Carolina Law since that law was passed by the South Carolina General Assembly. Even after being placed on actual notice that it was violating South Carolina Law, Alpine continued to violate South Carolina Law. Furthermore, that violation unjustly enriches Alpine on a monthly basis, in that Alpine unlawfully requires Happy Rabbit to pay a full monthly sewer charge for all 46 tenants of Windridge Townhomes every month whether there are tenants occupying all 46 units or not! For example, as of



February 20, 2009 (4 calendar days ago) there are 6 units that are vacant and do not need sewer service, but Alpine requires payment from Happy Rabbit for all 46 units of Windridge Townhomes, including those 6 units, on a monthly basis, all in violation of Section 27-33-50. Another example is that, two units of Windridge Townhomes (Units 5A and 5B of Palston Court) were burned and not occupied for approximately 18 months. During that 18 month period, Alpine required and Happy Rabbit paid, sewer service for the 2 units that were not habitable, nor occupied.

**Q. AS TO ALPINE'S WITNESS'S TESTIMONY ON PAGE 10, LL 5 - 6, DO YOU HAVE A RESPONSE FOR ALPINE'S TESTIMONY THAT HAPPY RABBIT IS THE CUSTOMER OF ALPINE AND RESPONSIBLE FOR ALL SEWER SERVICE?**

**A.** Yes. Happy Rabbit is a customer of Alpine and is responsible of sewer services for its tenants, only, because Alpine is in violation of Section 27-33-50 of South Carolina Law.

**Q. AS TO ALPINE'S WITNESS'S TESTIMONY ON PAGES 10-12, DO YOU HAVE A RESPONSE? IF SO PLEASE EXPLAIN.**

**A.** Yes. Happy Rabbit stands ready to cooperate and facilitate Alpine's compliance with South Carolina Law in Section 27-33-50, as was communicated by Happy Rabbit's attorney in July 2008. (See exhibit "1" hereto) Additionally, Happy Rabbit will grant whatever reasonable easements are required to assist Alpine in compliance with Section 27-33-50. Furthermore, as to any burden on the current residents of Windridge Townhomes, current tenants of Windridge Townhomes have entered into a written agreement with Happy Rabbit, whereby the tenant is responsible for all utility services (including sewer services) at Windridge Townhomes. (There may be one "hold over" tenant from a previous owner, who does not have a written agreement in place.) Therefore, Alpine's compliance with Section 27-33-50 will not create any burden on the current residents of Windridge Townhomes, that the tenants of Windridge Townhomes have not already contractually agreed to bear.



1 Q. AS TO ALPINE'S WITNESS'S TESTIMONY ON PAGE 14, LL 12 – 13, DO  
2 YOU HAVE A RESPONSE? IF SO, PLEASE EXPLAIN.

3 A. Yes. Happy Rabbit's allegation that Alpine was unresponsive was as a result  
4 of Alpine's unresponsiveness in complying with Section 27-33-50, not Alpine's  
5 counsel sending a response to Happy Rabbit's counsel.

6 Q. AS TO ALPINE'S WITNESS'S TESTIMONY ON PAGE 14, LL 18 – 21, DO  
7 YOU HAVE A RESPONSE? IF SO PLEASE EXPLAIN.

8 A. Yes. My wife Carolyn L. Cook, Happy Rabbit, (or anyone affiliated with my wife  
9 or Happy Rabbit) is not a, "successor or assign of previous owners of  
10 Windridge Townhomes." Happy Rabbit is not, "subject to a written agreement  
11 whereby it is contractually responsible for all sewer charges to the development  
12 [Windridge Townhomes]". No such agreement binds Happy Rabbit, and  
13 Alpine's repeated references to an agreement, or assignment is patently false.

14 Q. AS TO ALPINE'S WITNESS'S TESTIMONY ON PAGE 14, LINE 21, DO YOU  
15 HAVE A RESPONSE? IF SO PLEASE EXPLAIN.

16 A. Yes. It is nonsensical for Alpine to state that Happy Rabbit has never  
17 requested that sewer service be terminated to Windridge Townhomes. Happy  
18 Rabbit would never take such an action and inconvenience its tenants. Happy  
19 Rabbit does request (and previously requested on July 24, 2008 – see exhibit  
20 "1" hereto) that Alpine terminate service in Happy Rabbit's name and institute  
21 such service to individual tenants in Windridge Townhomes, in compliance with  
22 Section 27-33-50 and in compliance with the individual contracts entered into  
23 by the current residents of Windridge Townhomes and Happy Rabbit.

24 Q. WILL YOU SUMMARIZE YOUR REBUTTAL TESTIMONY?

25 A. Yes. Alpine has required, and continues to require, Happy Rabbit to be  
26 responsible for the sewerage accounts of its tenants, despite Happy Rabbit  
27 informing Alpine of Section 27-33-50. Happy Rabbit did not purchase  
28 Windridge Townhomes subject to the agreement referenced in Alpine's  
29 Witness's Testimony, and Happy Rabbit did not voluntarily and does not  
30 agree to be responsible for the sewer services to the entire property, after  
31 learning of the controlling law, Section 27-33-50. Alpine's Witness's Testimony

1 is factually incorrect, and improperly misleading to this Commission. As  
2 repeatedly set forth hereinabove, Happy Rabbit **did not purchase** Windridge  
3 Townhomes **subject to any agreement**, unknown to Mrs. Cook or Happy  
4 Rabbit, **and did not receive an assignment** of any such agreement unknown  
5 to Mrs. Cook or Happy Rabbit. Happy Rabbit stands ready to cooperate in  
6 facilitating sewer services to its tenants in compliance with Section 27-33-50.  
7 This willingness to cooperate was communicated by Happy Rabbit to Alpine by  
8 way of Happy Rabbit's attorney's letter to Alpine dated July 24, 2008 and  
9 attached hereto as Exhibit "1". Furthermore, as to any burden on the current  
10 residents of Windridge Townhomes, current tenants of Windridge Townhomes  
11 have entered into a written agreement with Happy Rabbit, whereby the tenant  
12 is responsible for all utility services (including sewer services) at Windridge  
13 Townhomes. (There may be one "hold over" tenant from a previous owner,  
14 who does not have a written agreement in place.) Therefore, Alpine's  
15 compliance with 27-33-50, will not create any burden on the current residents of  
16 Windridge Townhomes, that they have not already contractually agreed to bear.  
17 Happy Rabbit wishes to emphasize there are options for Alpine to exercise to  
18 collect the monthly sewer charges from the tenants of Windridge Townhomes  
19 and Alpine must decide which option is best for Alpine, and still allow Alpine to  
20 comply with South Carolina Law Section 27-33-50.



**Exhibit "1"**

**Austin & Rogers, P.A.**

ATTORNEYS AND COUNSELORS AT LAW

WILLIAM FREDERICK AUSTIN  
TIMOTHY F. ROGERS  
RAYMON E. LARK, JR.  
RICHARD L. WHITT  
JEFFERSON D. GRIFFITH, III\*  
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\* ALSO MEMBER NORTH CAROLINA BAR

July 24, 2008

**DELIVERED VIA FED EX**

Alpine Utilities, Inc.  
C/O: Mr. Robin Dial  
2712 Middleburg Drive - #208  
Columbia, South Carolina 29204

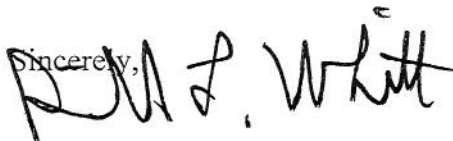
Re: • **Windridge Townhomes**  
• 3300 Block of Kay Street, Columbia, South Carolina, 29210

Dear Mr. Dial,

The undersigned represents the owners and operators of Windridge Townhomes, (hereinafter "Windridge"). Windridge is a customer of Alpine Utilities, Inc. (hereinafter, "Alpine").

The owners of Windridge are aware that Alpine has been charging monies for monthly sewer charges in contravention of state law. Windridge, through counsel, requests that an immediate meeting be held with representatives of Alpine to arrange Alpine's compliance with state law.

Windridge is entitled to a return of monies improperly collected to date and will cooperate in arrangements to arrange for monthly billing for sewer services for the tenants of Windridge. Windridge views this as a very serious matter and we must hear from representatives of Alpine within fifteen days of the date of this correspondence, or the close of business on Thursday, August 7, 2008. If not, Windridge has authorized counsel to file an appropriate legal action in Circuit Court to enforce its rights.

Sincerely,  


Richard L. Whitt

RLW/jls

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2008-360-S**

IN RE:

Happy Rabbit, LP on Behalf of,  
Windridge Townhomes,

Complainant,

v.

Alpine Utilities, Inc.,

Respondent

**CERTIFICATE OF SERVICE**

I, Jessica Yun, an employee of Austin & Rogers, P.A., certify that I mailed a copy of the Rebuttal Testimony of James C. Cook in the above referenced matter as indicated below, via U.S. Mails as addressed below, with proper postage affixed thereto, or e-mail on February 24, 2009.

Attorney Benjamin P. Mustian  
P.O. Box 8416  
Columbia S.C., 29202-8416  
**Via U.S. Mail**

Nanette S. Edwards, Esquire  
**Via e-mail**

Austin & Rogers, P.A.

/S/  
Jessica Yun

Columbia, South Carolina  
February 24, 2009